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Vi Healthcare Finance, Inc., Medflow, PC, and Tulare Asset Management LLC

**UNITED STATES BANKRUPTCY COURT**  
**EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

In re:

Case No. 16-10015-A-9

## SOUTHERN INYO HEALTHCARE DISTRICT,

Chapter 9

Debtor.

DC NO.: KDG-5

Date: December 19, 2018

Time: 1:30 p.m.

2500 Tulare Street, Fifth Floor

2300 Tulare Street, Fifth Floor  
Department A, Sacramento, 11

Department A, Courtroom 11

## Fresno, California

Judge: Honorable Fredrick E. Clement

Judge. Honorable Frederick E. Clement

1           **SUPPLEMENTAL DECLARATION OF YORAI BENZEEVI, M.D. IN SUPPORT OF**  
2           **MOTION TO QUASH OR FOR PROTECTIVE ORDER REGARDING**  
3           **SUBPOENA TO BAKER HOSTETLER LLP**

4           I, YORAI (BENNY) BENZEEVI, M.D., declare as follows:

5           1.       I am an adult over the age of 18.

6           2.       I make this declaration based on my own personal knowledge. If called upon to  
7 do so, I could and would testify competently to the matters stated in this declaration.

8           3.       I make this supplemental declaration in support of the Motion to Quash or for  
9 Protective Order regarding the Subpoena to Baker Hostetler, LLP filed by Healthcare  
10 Conglomerate Associates (“HCCA”), Vi Healthcare Finance (“Vi”), Medflow and Tulare Asset  
11 Management (collectively, the “Benzeevi Group”).

12          4.       I am the Managing Member of HCCA. HCCA is a California Limited Liability  
13 Company with its principal place of business in Los Angeles and was the Manager of debtor  
14 Southern Inyo Healthcare District (“Inyo” or “Debtor”). I have overall responsibility for the  
15 management of HCCA. I am also the President of Vi, a finance company which extended a line  
16 of credit to Debtor in July 2017. I received my medical degree at the University of California,  
17 Davis and I am board certified by the American Board of Emergency Medicine and I hold the  
18 status of Fellow of the American College of Emergency Medicine. Based on the foregoing  
19 positions, I have extensive knowledge of HCCA’s contracts and the performance thereunder,  
20 the relationship between HCCA, and its affiliate entities, and the law firm of Baker Hostetler,  
21 the relationship between Inyo and HCCA, and the relationship between Inyo and Vi.

22          5.       In 2009, I retained the firm of Baker Hostetler (“Baker”) to advise and assist me  
23 in the formation of a professional corporation. Between 2009 and 2017, Baker’s engagement  
24 expanded far beyond the initial engagement to the formation of, and legal services to several  
25 other health-care related entities, including HCCA, Medflow, PC, Vi, and Tulare Asset  
26 Management (collectively, the “Benzeevi Group”).

27          6.       At the time HCCA entered into the Management Services Agreement with Inyo  
28 (the “Inyo MSA”), Baker presented me a conflict waiver letter dated January 2, 2016

1 requesting that HCCA consent to the representation of Inyo in the Chapter 9 proceedings that  
2 were to commence immediately following the execution of the Inyo MSA. Since Baker had  
3 been representing me and the entities I had formed from 2009 onward, I considered them my  
4 outside general counsel. Given that long-standing and extensive relationship in which Baker  
5 obtained substantial confidential information concerning my businesses, as well as the language  
6 in the January 2, 2016 conflict waiver letter, it was my expectation if that an actual conflict  
7 arose between the interests of Inyo and HCCA, that Baker would continue to represent HCCA,  
8 as well as my other affiliate entities. Had Baker disclosed that if an actual conflict arose it  
9 could terminate its representation of the Benzeevi Group and continue representing Inyo  
10 adverse to HCCA, Vi and other members of the Benzeevi Group, I would not have given my  
11 consent to allow Baker to begin representing Inyo in those circumstances and would not have  
12 signed the January 2, 2016 letter. A true and correct copy of the fully executed January 2, 2016  
13 letter recently produced by Baker is attached hereto as **Exhibit 1**.

14        7.      Baker formed and represented HCCA (2013), Vi (2017), Tulare Asset  
15 Management (2016), and Medflow, PC (2013), as well as my personal professional corporation  
16 Yorai Shimon Benzeevi, M.D., Inc. (2009). With the exception of my professional corporation  
17 which was dissolved in early 2016, all of the other entities listed above remain in existence.

18 I declare under penalty of perjury under the laws of the United States of America that  
19 the foregoing is true and correct and that if called as a witness herein I could and would  
20 competently testify thereto, and that this declaration was executed on December 12, 2018 at  
21 **Tel Aviv**, Israel.

YORAI BENZEEVI, M.D.